

REAL PROPERTY AGREEMENT

BOOK 1126 PAGE 133

In consideration of a loan and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below;

2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and

3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and now or hereafter for or in account of that certain real property situated in the County of

Greenville, State of South Carolina, described as follows: House & lot at 401 Henderson Road, Greenville, S. C..

All that piece, parcel or lot of land with improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, located on the Southeastern side of Henderson Road and being shown LOT 1 on plat of Section P of Gower Estate prepared by Campbell and Webb Surveying and Mapping, November, 1965, and recorded in the REC Office for Greenville County in Plat Book JJJ, at page 99 and having the following notes and bounds:

BEGINNING at an iron pin on the southwestern side of Wembly Road at the joint front corners of Lots 1 and 2 and running thence along line of Lot 1, S. 48-48 W. 181.9 feet to an iron pin; thence N. 26-50 W. 266.5 feet to an iron pin on the Southeastern side of Henderson Road; thence along Henderson Road, N.66-52 E. 150.8 feet to an iron pin; thence with the curve of the intersection of Henderson Road and Wembly Road (the chord of which is S.69-56 E. 36.4 feet) to an iron pin on the southwestern side on Wembly Road; thence along Wembly Road, S. 26-39 E. 185.7 feet to the beginning corner.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and now or hereafter for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness [Signatures]
Witness [Signatures]

Dated at: Greenville, S.C. 5-5-80

State of South Carolina
County of Greenville

Personally appeared before me David B. Mann who, after being duly sworn, says that he saw the within named Vowell A. and Elara D. Shive sign, seal, and as their act and deed deliver the within written instrument of writing, and that dependent with Vicki C. Jones witnesses the execution thereof.

Subscribed and sworn to before me this 5th day of May 1980 [Signature]
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

60-025 RECEIVED MAY 21 1980 at 10:37 A.M.

Vertical stamp: 0138

Vertical stamp: 4329 RV-2